

# Exhibit D

# AMERICAN SHORT FICTION

P.O. Box 4152 Austin, TX 78765  
www.americanshortfiction.org

## PUBLISHING AGREEMENT

This agreement ("Agreement") is made between American Short Fiction, Inc., a Texas nonprofit corporation located in Austin, Texas, hereinafter referred to as "Publisher," and Sonya Larson whose address is \_\_89 Concord Ave. #1, Somerville, MA 02143\_\_\_\_\_, hereinafter referred to as "Author." The Author and Publisher may be referred to individually as a party or collectively as parties.

The parties agree as follows:

### I. Author's Grant.

(a). Author grants to Publisher a worldwide English-language license for the duration of the Author's copyright period including extensions and renewals to publish, reproduce, distribute, display, and store Author's work, entitled "The Kindest," a short story, hereinafter referred to as the "Work," in the following manner.

(1). included in an upcoming issue of *American Short Fiction*, a serial publication, hereinafter referred to as the "Issue," and in any electronically distributed formats of the Issue, including but not limited to Kindle or iBooks editions.

(2). on the Publisher's World Wide Web site (currently located at [www.americanshortfiction.org](http://www.americanshortfiction.org)).

(3). in an audio recording included in the Publisher's podcast, which currently is available for free through iTunes and which may be available in the future through other platforms, such as but not limited to SoundCloud.

(4). in an audio and visual reading of the Work, which may be distributed electronically, including but not limited through YouTube.

(b). Author grants to Publisher a worldwide license for the duration of the Author's copyright period including extensions and renewals to create summaries of the Work or use excerpts of the Work for the sole purpose of advertising the Work, the Issue, or American Short Fiction in any medium, be it written, spoken or electronic.

(c.) The Author grants the right of first publication in any medium, including but not limited to printed form or electronic form, anywhere in North America.

## **II. Author's Rights.**

(a). The author maintains the right to use the in any and all future publications that are published concurrently or after the initial publication in *American Short Fiction*.

(b). Any edits made to the story will be done in consultation with the author, not to be unreasonably withheld or delayed.

## **III. Author's Warranties and Indemnities.**

(a). Author represents and warrants that he/she is the sole author of the Work, that the Work is original, that no one has previously been granted the rights granted in this Agreement, and that in all respects Author has the right and authority to make the Work available pursuant to these terms and conditions. Furthermore, the Author represents, to the best of his/her knowledge, that the Work does not contain libelous language, does not infringe on an existing copyright and does not invade the rights of privacy or publicity of any individual or institution.

(b). Author indemnifies, protects, defends and holds harmless the Publisher, its directors and officers against all liabilities, claims, damages, causes of action, judgments and expenses of any nature, directly or indirectly arising out of, caused by, or resulting from the breach of any warranty, representation or covenant made by Author hereunder.

## **IV. Payment.**

The Author shall receive a payment of \$300 as compensation for the rights granted under this Agreement. Additionally, the Author will receive a year's subscription to *American Short Fiction*.

## **V. Age of Consent.**

Author represents and warrants that he/she has reached the age of majority and is legally capable of entering into this Agreement. If the Author is under the age of majority, this Agreement shall be signed by the parent or legal guardian of Author. It is the responsibility of the Author to inform the Publisher if Author is under the age of majority at the time of execution of this Agreement. Publisher shall not be held responsible for the withholding of this information by the Author.

## **VI. Venue.**

The parties consent that venue of any action brought under this Agreement shall be in state or federal court residing in Travis County, Texas.

## **VII. Entire Agreement.**

This Agreement supersedes any and all other agreements, either oral or in writing, between the Author and the Publisher with respect to the subject of this Agreement.

### VIII. Counterparts.

This Agreement may be executed by facsimile in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the \_\_\_\_4th\_\_ day of \_\_\_\_\_ June\_\_\_\_\_, 2017.

**AUTHOR**

By: \_\_\_\_\_

Name: Sonya Larson

**PUBLISHER**

By: \_\_\_\_\_

Name: Rebecca Markovits

Title: Coeditor, American Short Fiction, Inc.

and

By: \_\_\_\_\_

Name: Adeena Reitberger

Title: Coeditor, American Short Fiction, Inc.